

**Certificate of Notice Page 1 of 3**  
**United States Bankruptcy Court**  
**Eastern District of Pennsylvania**

In re:  
Violet McMillian  
Debtor

Case No. 16-13683-jkf  
Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: PaulP  
Form ID: pdf900

Page 1 of 1  
Total Noticed: 1

Date Rcvd: Feb 17, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 19, 2017.

db +Violet McMillian, 6218 Homer Street, Philadelphia, PA 19144-1621

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE.

TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Feb 19, 2017

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 17, 2017 at the address(es) listed below:

GEORGETTE MILLER on behalf of Debtor Violet McMillian info@georgettemillerlaw.com,  
georgettemillerlaw@gmail.com;MLee@georgettemillerlaw.com;gmecfmail@gmail.com;cfink@georgettemille  
rlaw.com  
GEORGETTE MILLER on behalf of Plaintiff Violet McMillian info@georgettemillerlaw.com,  
georgettemillerlaw@gmail.com;MLee@georgettemillerlaw.com;gmecfmail@gmail.com;cfink@georgettemille  
rlaw.com  
JEREMY JOHN KOBESKI on behalf of Co-Counsel Toyota Motor Credit Corporation paeb@fedphe.com  
THOMAS I. PULEO on behalf of Creditor Toyota Motor Credit Corporation tpuleo@kmlawgroup.com,  
bkgroup@kmlawgroup.com  
United States Trustee USTPRegion03.PH.ECF@usdoj.gov  
WILLIAM C. MILLER ecfemails@phl3trustee.com, philaecf@gmail.com  
WILLIAM C. MILLER on behalf of Trustee WILLIAM C. MILLER ecfemails@phl3trustee.com,  
philaecf@gmail.com

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Violet McMillian	<u>Debtor</u>	CHAPTER 13
Toyota Motor Credit Corporation	<u>Movant</u>	NO. 16-13683 JKF
vs.		
Violet McMillian	<u>Debtor</u>	
William C. Miller Esq.	<u>Trustee</u>	11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the Retail Installment Contract held by the Movant on the Debtor's Vehicle is **\$878.51**, which breaks down as follows;

Post-Petition Payments:	December 2016 through February 2017 at \$399.98
Suspense Balance:	\$321.43
<b>Total Post-Petition Arrears</b>	<b>\$878.51</b>

2. The Debtor shall cure said arrearages in the following manner;
    - a). Beginning March 2017 and continuing through August 2017, until the arrearages are cured, Debtor shall pay the present regular monthly payment of **\$399.98** on the Retail Installment Contract (or as adjusted pursuant to the terms of the Retail Installment Contract) on or before the twenty-ninth (29<sup>th</sup>) day of each month, plus an installment payment of **\$146.42** towards the arrearages on or before the last day of each month at the address below;

Toyota Motor Credit Corporation  
P.O. Box 9490  
Cedar Rapids, Iowa 52409-9490

- b). Maintenance of current monthly Retail Installment Contract payments to the Movant thereafter.

3. Should debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movants shall file a Certification of Default with the court and the court shall enter an order<sup>7</sup> granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the Retail Installment Contract and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: February 10, 2017

By: /s/ Thomas I. Puleo, Esquire

Thomas I. Puleo, Esquire  
Attorneys for Movant  
KML Law Group, P.C.  
Main Number: (215) 627-1322

Date: 2/14/17

  
Georgette Miller Esq.  
Attorney for Debtor

Approved by the Court this 16th day of February, 2017. However, the court retains discretion regarding entry of any further order.

  
Bankruptcy Judge  
Jean K. Fitzsimon